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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 NEO4J, INC., a Delaware corporation, and
14 NEO4J SWEDEN AB, a Swedish
corporation,

15 Plaintiffs,

16 v.

17 GRAPH FOUNDATION, INC., an Ohio
18 corporation, GRAPHGRID, INC., an Ohio
corporation, and ATOMRAIN INC., a
19 Nevada corporation,

20 Defendants.

CASE NO. 5:19-cv-06226-EJD

**DECLARATION OF JEFFREY M.
RATINOFF IN SUPPORT OF MOTION TO
STRIKE DEFENDANT GRAPH
FOUNDATION INC.'S ANSWER TO
FIRST AMENDED COMPLAINT**

Date: February 11, 2021
Time: 9:00 a.m.
Dept.: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

JURY TRIAL DEMANDED

I, Jeffrey M. Ratinoff, declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts of the State of California, and am of counsel with Hopkins & Carley, a Law Corporation, attorney of record for Plaintiff Neo4j, Inc. and Neo4j Sweden AB (collectively “Plaintiffs”) in the above-captioned matter. I make this declaration in support of Plaintiffs’ Motion to Strike Graph Foundation, Inc.’s Answer to the First Amended Complaint concurrently filed herewith.

2. The facts stated herein are based on my personal knowledge, except with respect to those matters stated to be on information and belief, and as to those matters, I believe them to be true. If called upon to testify as a witness in this matter, I could and would do so competently.

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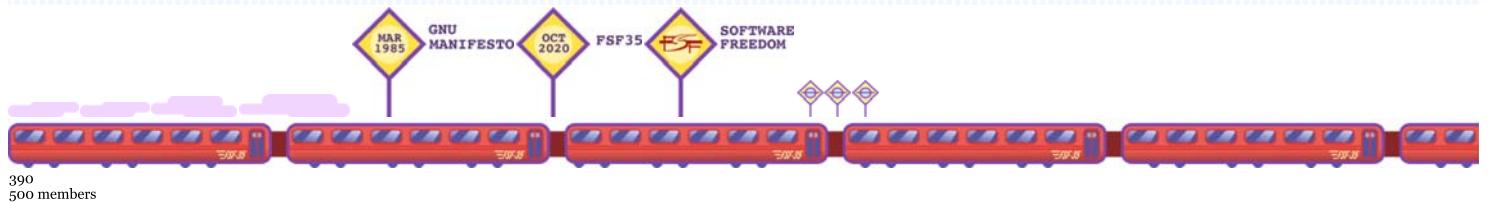
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on this 7th day of January 2021, at San Jose, California.

By: /s/ Jeffrey M. Ratinoff
Jeffrey M. Ratinoff

EXHIBIT 1

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Version 3, 19 November 2007

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